

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

MARIO PINI, WILLIAMS PEARL,

Plaintiffs

vs.

WALGREENS OF PUERTO RICO, INC.,
et al.,

Defendants

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CIVIL NO. 04-2414 (JP)

JUDGMENT

The Court has before it the parties' "Settlement Stipulation" (**docket No. 21**), which is attached hereto and made to form part hereof, and the terms of which are hereby incorporated by reference, wherein the parties inform the Court that they have settled this case.

Pursuant thereto, the Court hereby **ENTERS JUDGMENT** for Plaintiffs to have and recover the total amount of **FORTY THOUSAND DOLLARS (\$40,000.00)** from Defendant Walgreens of Puerto Rico.

This Judgment is entered without the imposition of costs and attorneys' fees.

IT IS SO ORDERED AND ADJUDGED.

In San Juan, Puerto Rico, this 29th day of March, 2006.

s/Jaime Pieras, Jr.
JAIME PIERAS, JR.
U.S. SENIOR DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

MARIO PINI and PEARL WILLIAMS

Plaintiffs

vs.

CIVIL NO. 04-2414 (JP)

WALGREENS OF PUERTO RICO,
INC.; JOHN DOES; RICHARD DOE
and ABC INSURANCE COMPANIES

Defendants

SETTLEMENT STIPULATION

TO THE HONORABLE COURT:

COME NOW the above captioned parties through their respective undersigned attorneys and respectfully set forth and pray as follows:

1. On or about January 20th, 2005, plaintiffs Mario Pini and Pearl Williams initiated judicial proceedings before the United States Court, for the District of Puerto Rico, against defendant Walgreens of Puerto Rico, Inc., and others, under Civil Action No. 04-2414 (JP).

2. Plaintiffs and defendant now mutually desire to amicably compromise, settle and resolve all outstanding disputes and matters between and among themselves in accordance with the terms hereof in order to avoid further and additional expenditures of time, money and efforts.

3. It is understood and agreed that this settlement is a compromise. The parties further understand and agree that any payment made hereunder is not to be construed in any way as a reflection on the merits of defendant's defenses.

Settlement Stipulation
Civil number 04-2414 (JP)
Page number 2

4. In consideration of this agreement, defendant will pay to plaintiffs Mario Pini and Pearl Williams the sum of FORTY THOUSAND DOLLARS (\$40,000.00) in full and complete settlement for their personal injuries, pain and suffering, mental anguish and all other damages suffered as a result of the February 16th, 2003 dispatch of "Metoclorpramide" and Zantac with excessive dosage instructions and as consideration therefore plaintiffs hereby release Walgreens of Puerto Rico, Inc., of all claims stated in the original or amended Complaint filed herein of any nature whatsoever against defendant and its respective affiliates, assigns, divisions, subsidiaries and successors, as well as its respective past and present directors, officers, partners, employees, agents, insurers, consultants and attorneys that were or that could have been raised in this litigation, including known and unknown property damages and intangible damages, resulting or which could result from or by reason of the matters described hereinabove.

5. Each of the parties shall bear their own costs and attorneys fees.

6. All payments required to make by defendant under this agreement shall be made by check drawn payable to the order of MARIO PINI, PEARL WILLIAMS and their attorney, MARIA I. SANTOS RIVERA, ESQ.

7. Upon the execution and filing of the Settlement Stipulation, the parties hereto consent to the entry of judgment upon stipulation dismissing with prejudice the above captioned action.


8. It is the intention of the parties in executing this Settlement Stipulation that it shall be effective as a bar to each and every claim, demand, damage, cost, expense and compensation on account of or in any way growing out of any known and/or unknown

Settlement Stipulation
Civil number 04-2414 (JP)
Page number 3

personal injuries, property damages and intangible damages resulting or to result from or by reason of the matters described in paragraph **four (4)** of this Stipulation as more specifically set forth in the complaints filed.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this day of March, 2006.



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